



Eastland Community Plan Request for Proposals (RFP)

Release Date

March 3, 2023

Submission Deadline

April 13, 2023 @ 5:00 p.m. (Columbus, OH time)

Submission Details

Submissions may only be submitted electronically to:
<https://columbus.bonfirehub.com/portal/?tab=openOpportunities>

hard copies will not be accepted.

All questions must be submitted by March 20, 2023 @ 5:00 p.m.

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A. PURPOSE

The City of Columbus (“City”) Department of Neighborhoods is seeking well-qualified individuals, firms, or teams (Proposer) to develop a comprehensive community plan for the Eastland area of Columbus, Ohio. The plan will become the strategy for the stabilization and improvement of the Eastland area and serve as a framework for future development.

The Scope of Work described within the RFP is for a maximum of \$850,000, depending on the final negotiated contract. The City intends to select one project team to conduct the entire Scope of Work, but may elect to divide the work into multiple sequential contracts.

B. PROJECT DESCRIPTION

The overall project goal is to develop a comprehensive community plan for the Eastland Area.

This contract is to engage Eastland area stakeholders including, but not limited to, residents, businesses, workers, area commissions, faith-institutions and other organizations in order to develop a comprehensive community plan to guide future development of the Eastland area. The robust engagement process should incorporate strategies for engaging communities that are most often underrepresented in decision-making processes, including Black, Indigenous and people of color (BIPOC), people with limited English language proficiency, youth, people with limited access to technology, and those who have experienced housing and/or food instability. Additionally, the selected team will build partnerships, develop and distribute project communications.

This work will be conducted in collaboration with a technical team that will be conducting analysis for the comprehensive community plan. The results of the technical studies will allow for an informed engagement process.

The final deliverables are fully described in the “Deliverables” section below.

C. BACKGROUND

Columbus is the capital of the state of Ohio. The Columbus metropolitan area is home to over 2 million people and, according to the Mid-Ohio Regional Planning Commission is expected to become a region with over 3 million residents by 2050.

Nationally, the City or the region has received numerous recognitions including:

- 14th most populous city in the U.S., <https://www.census.gov>
- #1 real estate market in U.S., <https://www.columbusunderground.com>
- Top 30 cities for minority entrepreneurs, <https://smallbiztrends.com>
- #8 best city for millennials to buy home where housing is affordable and jobs are strong, <https://www.businessinsider.com>.
- #1 American city to Work in Tech in 2019, <https://smartasset.com>
- Top 20 best city for STEM Jobs, <https://wallethub.com>
- #2 best city for new college grads, <https://smartasset.com/>
- Top 10 best city for Veterans to Live, <https://www.veteransunited.com>
- Top 10 best city for young, growing families, <https://www.cnbc.com>
- #7 best city for entrepreneurs, <https://www.thezebra.com/>
- Top 3 cities for most livable cities in the U.S., <https://www.farandwide.com>

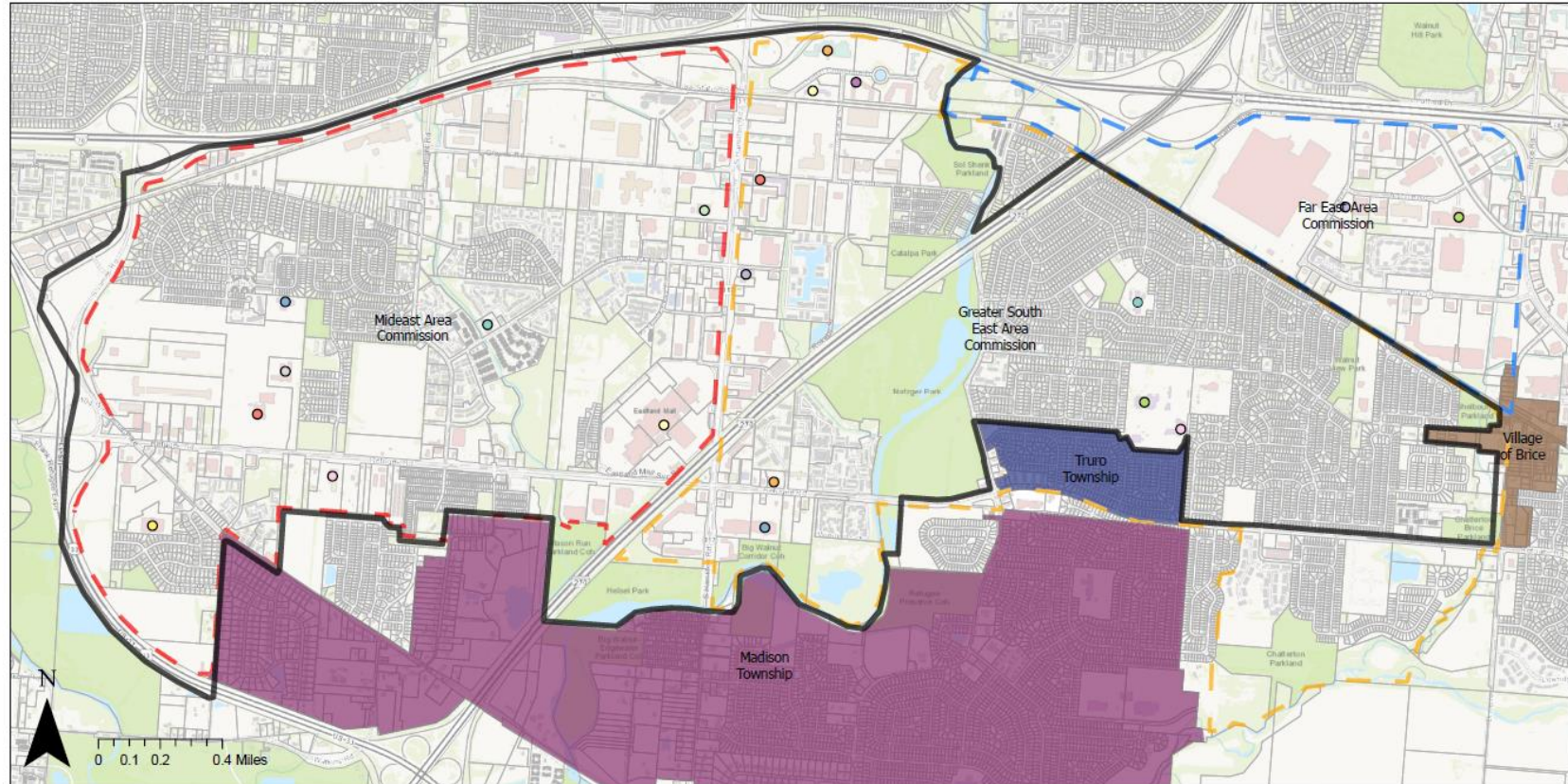
The Eastland area is at a critical juncture for revitalization in a rapidly growing region. The area has experienced the closing of major businesses including Eastland Mall and Kroger (major area supermarket). The community is excited for the opportunity to develop a community plan, similar to the *One Linden Community Plan* and *Envision Hilltop Community Plan* that will guide development and help their community grow and thrive.

D. GEOGRAPHIC AREA

The geographic boundaries for the project include areas west of Noe Bixby Road and east of Noe Bixby Road. The area west of Noe Bixby is bounded by I-70 to the north, portions of James Road and US-33 to the west, Refugee Road corridor from US-33 to Noe-Bixby Road to the south. The area east of Noe Bixby Road, that includes the railroad tracks to the north, Brice Road to the east and Chatterton Road to the south. For the purposes of this project the boundaries described will be referred to as the Eastland area. Refer to the map included for more information.

The area includes the complete or portions of the following census tracts: 93.25, 93.26, 93.37, 93.72, 93.73, 94.98, and 94.20. Refer to the map included for specific geography boundaries.

E. MAP



Eastland Area Boundary 3- Area Commissions and Townships

Legend

- | | | | | | |
|--|--------------------------------|-------------------------------|-------------------------------------|-------------------------|---------------------|
| ● A+ Arts Academy | ● Eastland Performance Academy | ● Independence High School | ● Zenith Academy | ● Eastland Mall | ● Lindsay Honda |
| ● Arts and College Preparatory Academy | ● Easthaven Elementary School | ● Liberty Elementary School | ● Zenith Academy East | ● Far East Pride Center | ● New Birth Church |
| ● Capital City Career Prep HS | ● Focus Learning Academy East | ● Millennium Community School | ● Big Lots | ● First Church of God | ● Option 3 Boundary |
| | | | ● Directions for Youth and Families | ● Former Kroger | |
| | | | ● Fort Rapids | | |

F. SCOPE OF WORK

The Scope of Work is composed of the following parts, which will be coordinated with the technical studies and implemented through an iterative process as proposed by the consultant team. In other words, this is not a linear list of tasks; each area of work will need to inform the others within a clearly defined and well-managed process, with clear milestones.

Acronyms and definitions used below

“Eastland Area”: The geographic boundaries for the project include areas west of Noe Bixby Road and east of Noe Bixby Road. The area west of Noe Bixby is bounded by I-70 to the north, portions of James Road and US-33 to the west, Refugee Road corridor from US-33 to Noe-Bixby Road to the south. The area east of Noe Bixby Road that includes the railroad tracks to the north, Brice Road to the east and Chatterton Road to the south. The area includes the complete or portions of the following census tracts: 93.25, 93.26, 93.37, 93.72, 93.73, 94.98, and 94.20 are included in the impact geography. Refer to the map included for specific geography boundaries.

TCT: Technical Consultant Team (team responsible for the companion technical studies)

City: Project Manager at the City of Columbus

Part A: Engagement and Partnerships

- 1) Develop and implement a plan for a robust engagement and visioning process that will include residents, businesses, workers, faith-based institutions, and organizations from all potentially impacted neighborhoods. Incorporate strategies for engaging communities that are often underrepresented in decision-making, including Black, Indigenous and people of color (BIPOC), people with limited English language proficiency, youth, people with limited access to technology, and those who have experienced housing and/or food instability.
 - a. Plan and host public kickoff event, meetings, other events, community conversations, and other outreach.
 - b. Plan additional outreach opportunities such as pop-up tabling, tabling at the community and City events, Library, or door-to-door.
 - c. Plan online engagement via social media platforms including the Facebook, Instagram, and NextDoor.
 - d. Work with City and TCT to form an advisory committee and workgroups.
 - e. Document engagement and report findings back to the City.
- 2) Work with the community to identify the community’s values, interests, priorities, and concerns by engaging interested parties.
- 3) Develop and maintain partnerships with local and national groups working toward similar objectives.

Part B: Media, Communications, and Coordination

- 1) Develop and implement a media and communications plan.
 - a. Maintain and regularly update social media accounts and a project website.
 - b. Develop talking points and may participate in press interviews.
 - c. Develop and distribute printed media such as flyers to advertise engagement events.
 - d. Coordinate messaging with project team
- 2) Coordinate engagement efforts and project timelines, milestones, and deliverables with the City, and other major related efforts and initiatives (*if applicable*).

Part C: Comprehensive Community Plan

- 1) Use engagement techniques described in Part A to work with the community to identify the values, interests, priorities, and concerns for the geographic boundaries outlined in the “Geographic Area” section.
- 2) Develop a Comprehensive Community Plan.
 - a. Use engagement techniques described in Part A to inform the development of the comprehensive community plan for the Eastland Area that responds to the values, interests, priorities, and concerns identified in the engagement process.
 - b. Create a Comprehensive Community Plan document that contains the following:
 - i. Community goals, values, and priorities developed through the engagement process;
 - ii. Community identified action items/strategies to address the community goals, values, and priorities developed through the engagement process;
 - iii. Comprehensive neighborhood profile that includes but is not limited to the following:
 1. Existing plans of studies of the area
 2. Comprehensive ownership and property disposition
 3. Student and school data
 4. Identification of community assets
 5. Demographic information of population in the geography
 6. Employment, education, health and public safety data
 7. Key information, maps, and graphs from the technical studies;
 - iv. Photographs, descriptions, and summaries of the engagement process; and descriptions, key ideas, and visualizations of community aspirations identified during the engagement process.
 - v. Create a scope for annual review of the plan for next 3-5 years.
 - c. Provide hard copies and digital copies of the comprehensive community plan outlined in the “Deliverables” section.

G. DELIVERABLES

Required deliverables will include but are not limited to:

- a. Two hundred fifty (250) bound, color copies of the final comprehensive community plan, in 8 ½ x 11. Maps and illustrations will be reproducible in 8 ½ x 11 or 11 x 17 format.
- b. One (1) digital copy of the final comprehensive community plan in Microsoft Word and in Adobe Acrobat formats. The formats must allow for amendments, reproductions, and direct web posting.
- c. The comprehensive community plan shall be designed for integration into the City's and/or community plan website.

Products produced as part of the plan process, including but not limited to GIS layers, studies, documents, drawings, photographs shall be the property of the City of Columbus.

H. TENTATIVE SCHEDULE (dates are estimates and subject to change)

RFP Issue Date	March 3, 2023
Optional Pre-Submittal Conference	March 9, 2023 @ 2:00 p.m.
Deadline for Consultant Questions	March 20, 2023 @ 5:00 p.m. (Columbus, OH time)
Responses to Questions Deadline	March 28, 2023 by 5:00 p.m.
RFP Proposals Due	April 13, 2023 @ 5:00 p.m. (Columbus, OH time)
Proposal Review & Evaluation	Week of April 17, 2023
Proposals Selected for Optional Interview*	Week of April 24, 2023
Optional Interview*	Week of May 1, 2023
Selection of Consultant	May 2023
Contract Negotiations and Approval of Legislation	May 2023/June 2023
Tentative Start Date	June 2023/July 2023
Project Period	12-18 months from contract date

**The City reserves the right to select a consultant from submitted qualifications proposals alone.*

I. PROPOSAL CONTENT AND SUBMITTAL INSTRUCTIONS

Information provided will play a significant role in the City's selection of the consultant considered best qualified to execute the project. To be considered for selection, submit the below information, clearly labeled and in the following order. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The proposal shall not exceed 20 pages. The consultant shall submit one (1) digital copy of the submission in pdf format. All materials must be received no later than April, 13, 2023 at 5:00 p.m. (Columbus, OH time).

Proposals and questions should be submitted electronically on the City of Columbus Procurement Portal (Bonfire website) at <https://columbus.bonfirehub.com/portal/?tab=openOpportunities>. Registration is required to attend the Pre-Submittal Conference, to submit questions, and to receive and view responses.

Any changes to the RFP, clarifications of substance, etc. will be conveyed in writing electronically.

The City reserves the right to reject any or all submittals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City, and the Bidders to this formal request have no appeal rights or procedures guaranteed to them.

1. Letter of Introduction

An overall introduction to the proposal is required, including a summary of the Consultant's understanding of the scope of the project and overall approach to delivering the scope of services. The letter must state the name of the person authorized to represent the consultant and sign any contract that may result. The letter should also include bidder information including a contact person's name, mailing or street address, phone number, fax number, e-mail address and federal identification number.

2. Table of Contents

Include a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

- Describe the Bidder - its size and organization, years in business, nature of business, the number and location of offices, general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Bidder has the resources (financial, equipment, labor and capacity) available to provide services under this RFP from the first day at the start of the work.
- Provide an overview of qualifications for all members of the consultant team including how the qualifications relate to the scope of work and any relevant project experience.
- Highlight past performance, projects, and/or assignments in completing similar scope of services for other public agencies.
- Provide a statement of availability for the consultant and staff identified. Include an organization chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.

4. Approach to Scope of Work

Describe how the consultant will complete the scope of work including a detailed 12-18 month timeline/schedule. The visioning process must include a variety of interactive public involvement activities designed such that there is a collaborative approach to public participation with an emphasis on engaging historically underrepresented groups and those who traditionally do not participate in civic processes. Consultants are encouraged to suggest revisions to the preliminary scope of work, alternative approaches and creative ideas that would improve upon the project.

5. References

Provide the following information for three projects similar to the scope of the work described above that have been completed or are in progress by members of the project team. Please include letters of recommendation.

- Name of Jurisdiction
- Brief description of the work completed
- Year completed
- Reference (name, title, phone number and e-mail address)

6. Cost, Pricing Structure and Invoices

Provide a not-to-exceed cost proposal for performing all the work described in the Scope of Work broken down by project component. Include any details you feel are necessary to explain/support your fee. Costs shall include all direct, indirect and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Consultant to perform the Work.

Please account for all costs that would be incurred as part of implementing the Scope of Work including, but not limited to, translation services, participant stipends, food and childcare for meetings, facility rental, and hiring sub-consultants. The City does not intend to reimburse for expenses beyond the contracted amount.

Please verify that you can invoice the Department of Neighborhoods properly.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking proposers.

J. EVALUATION CRITERIA

Criteria	Description	Weight
Experience & Qualifications	Overall education & experience and capability with similar projects and references of its clients. Ability to perform and complete the work in a professional and timely manner.	20%
Engagement Experience	Demonstrated qualifications and experience in this work, including the ability to involve and engage stakeholders in traditionally underrepresented and under-engaged demographics.	30%
Approach	Consultant's understanding of and approach in providing RFP services. Responsiveness and completeness of the proposal and any value-added component. The degree to which the proposal offers a clear, comprehensive and collaborative process.	35%
Cost	Cost or cost effectiveness and resource allocation. Cost alignment with industry standards	15%
	TOTAL	100%

K. AVAILABLE RESOURCES

CelebrateOne (<https://www.columbus.gov/celebrate-one/>)

City of Columbus Planning Division Document Library
(<https://www.columbus.gov/planning/documentlibrary/>)

City of Columbus List of Protected Classes
(<https://www.columbus.gov/neighborhoods/community-relations-commission/Protected-Classes-and-Areas-of-Protection/>)

Columbus Urban Forestry Master Plan (<https://www.columbusufmp.org/>)

Columbus Climate Action Plan (<https://www.columbus.gov/sustainable/cap/>)

Envision Hilltop (<https://www.envisionhilltop.com/>)

LinkUS (<https://linkuscolumbus.com/>)

One Linden Community Plan (<https://www.onelinden.org/onelinden-plan>)

Rapid 5 (<https://www.rapid5.org/>)

Columbus Recovery & Resiliency Report
(<https://www.columbus.gov/development/rnr/home/>)

Rise Together (<https://risetogether.franklincountyohio.gov/>)

Zone In Columbus (<https://www.columbus.gov/zoningupdate/>)

L. RFP CRITERIA

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (RFP)", shall take precedence over any provisions in "Information for Offerors (RFP)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Request for Proposal (RFP) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

DEFAULT PROVISION

In case of default by the offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The offeror to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where offerors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of contract award, the offeror will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The offeror shall be liable for any damages or loss to the City occasioned by negligence of the offeror (or his agent) or any person the offeror has designated in the completion of his contract as a result of his response. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

The City, being a municipality, is tax exempt and will provide appropriate certificate upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

PRICING

Offerors are to quote firm or fixed prices for the duration of any contract, which may be a result of the proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the cost, the **UNIT PRICE** quoted will govern.

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

QUALITY

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled RFP due date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this RFP.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

An agreement which may result from this request shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this RFP are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or

implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract. The City will not indemnify the contractor and is prohibited from doing so.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment

compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

WAGE THEFT PREVENTION

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination.. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 362 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 362, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LIABILITY INSURANCE

The contractor shall take out and maintain during the life of the contract, such liability (bodily injury and property damage) Insurance as shall protect it from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as additional insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as additional insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00

Property Damage Liability:

Each Person	\$1,000,000.00
All Accidents	\$1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct

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